

**WARRIORS PATH STATE PARK**  
490 HEMLOCK ROAD  
KINGSPORT, TN

**Manager Residence**

**GENERAL:**

The contractor will be responsible for all labor, materials and equipment necessary to complete the scope of work at Warriors Path State Park. Contractor will be responsible to take their own measurements, etc., to properly quote the scope of work. Contractor is responsible to remove all debris from construction site, off state property, to an approved location. Contractor is expected to perform all work with quality workmanship to manufacturers specifications and to the latest (state and local) codes. Contractor shall have 60 days to complete said work from purchase order issuance.

**SCOPE:** RESIDENCE # 3

1. FRONT PORCH:

- A. Remove all decking, railing, steps and joist on front porch.
- B. Floor Joist- Reframe front porch with 2x8 pressure treated floor joist and band boards, floor joist shall be 16-on center. Floor joist shall run side to side with house so that decking will run outward from house. Band board that floor joist attached to shall be doubled. Ledger board shall be bolted to house with ledger bolts and flashing installed between house and ledger board. Flashing shall be approved for pressure treated lumber. All floor- joist shall be screwed together with three-inch decking screws and approved joist hangers. Screws only are approved, no nails are to be used.
- C. Post shall be pressure treated 4 x 4 with vinyl sleeves, caps and bottom trim or aluminum post with vinyl sleeves, caps and bottom trim. The 4x4 treated post shall have an approved metal plate to attach to concrete post footings.
- D. Post footings shall be no less than 24-inches square and 8-inches thick and poured even with top of existing grade. Concrete shall be 5,000 psi.
- E. Decking shall be composite material (deck brand Fiberon or equal) and is to be screwed through decking into floor joist with composite decking screws. Decking shall be spaced with a #8-nail. Contractor shall furnish samples of decking and colors. Decking to be approved by Facilities Surveyor.
- F. All porch and step railings shall be constructed with vinyl railings containing aluminum inserts and vinyl pickets.
- G. Steps shall be constructed with pressure treated 2x12 stringers, minimum of 40-inches wide and shall have 4- stringers. Step treads and toe kicks shall be composite decking.

- H. Porch and steps shall have a composite skirt board installed around on the outside to cover the treated band board and steps.

## 2. REAR DECK

- A. Remove all decking, railing, steps and joist on rear deck.
- B. Floor Joist- Reframe rear deck with 2x10 pressure treated floor joist and band boards, floor joist shall be 16-o.c. Floor joist shall be installed so that there are no butt joints in decking. Band board that floor joist attaches to shall be doubled. Ledger board shall be bolted to house with ledger bolts and flashing installed between house and ledger board. Flashing shall be approved for pressure treated lumber. All floor- joist shall be screwed together with three-inch decking screws and approved joist hangers. Screws only are approved, no nails are to be used.
- C. Post shall be pressure treated 6x6 with vinyl sleeves, caps and bottom trim or aluminum post with vinyl sleeves, caps and bottom trim. The 6x6 treated post shall have an approved metal plate to attach to concrete post footings. Post shall not span over 8-feet apart.
- D. Post footings shall be no less than 30-inches square and 10-inches thick and poured even with top of existing grade. Concrete shall be 5,000 psi.
- E. Decking shall be composite material (deck brand Fiberon or equal) and is to be screwed through decking into floor joist with composite decking screws. Decking shall be spaced with a #8-nail. Contractor shall furnish samples of decking and colors. Decking to be approved by Facilities Surveyor.
- F. All porch and step railings shall be constructed with vinyl railings containing aluminum inserts and vinyl pickets.
- G. Steps shall be constructed with pressure treated 2x12 stringers, minimum of 40-inches wide and shall have 4- stringers. Step treads and toe kicks shall be composite decking.
- H. Porch and steps shall have a composite skirt board installed around on the outside to cover the treated band board and steps.

## 3. WINDOWS:

- A. Remove existing windows.
- B. Install new vinyl replacement windows. (DOUBLE HUNG, NO GRIDS, LOWE-E with ARGON, COLOR- White). Six foot tall windows must be tempered glass on bottom sash. Caulk- DAP Dynaflex Ultra Advanced Exterior Sealant.
- C. Install primed finger joint 3/4 jambs around inside of windows and primed finger joint 356 casing around jambs.
- D. Caulk, fill nail holes and apply two coats of paint. Caulk-DAP Dynaflex Ultra Advanced Exterior Sealant. Nail Hole Filler- DAP Fast and Final. Paint- Sherwin Williams, Interior Super Paint, color and sheen chosen by park manager.

4. EXTERIOR DOORS:

- A. Remove both existing patio doors and replace with 6-foot wide Reliabilt Sliding Glass white vinyl doors. Tempered with blinds. (Lowe's product or equal).
- B. Remove existing kitchen door and replace with, same size, fiberglass pre-hung exterior door. Door shall have a half glass with blinds, no-rot jambs and brick mold. Paint as necessary by Facilities Surveyor.
- C. Install primed finger joint 3/4 jambs around inside of doors as necessary and primed finger joint 356 casing around jambs. Repair sheetrock as necessary around doors, finish and paint.
- D. Caulk, fill nail holes and apply two coats of paint. Caulk-DAP Dynaflex Ultra Advanced Exterior Sealant. Nail Hole Filler- DAP Fast and Final. Paint- Sherwin Williams, Interior- Super Paint, color and sheen chosen by park manager.
- E. Contractor shall install a new storm door on front and kitchen doors. (Lowe's item # 262515).
- F. Remove basement roll up door and install new insulated metal roll up door (color-white).

5. EXTERIOR SIDING AND PAINT:

- A. Remove all batten strips from existing siding and leave the existing siding.
- B. Repair any deteriorated exterior siding.
- C. Apply Tyvek house wrap (or equal) to the existing siding. Cannot be woven house wrap).
- D. Remove fascia boards from gable ends and replace with 3/4-inch cement board to match existing.
- E. Leave existing soffit, clean and apply one coat of primer. Apply two coats of paint.
- F. Apply 5/4 x 4-inch Fiber Cement corners, rake trim and window trim if necessary, etc.
- G. Apply Fiber Cement lap siding over existing siding to manufacturer specifications. Nail all joints at bottom corners with 16 gauge galvanized trim nails.
- H. Contractor shall insure that all butt joints and end joints are a maximum of 1/8 inch gap.
- I. Caulk all joints and apply 2 coats of exterior paint. (If siding, fascia window trim and door trim is not primed it must be primed before applying paint.)
- J. Window and door trim color shall be park manager's choice.
- K. Must let paint dry between coats. If spraying paint, contractor must back roll paint after each coat.
- L. Pressure wash foundation, caulk all cracks and apply two coats of exterior paint.
- M. Primer- shall be Sherwin- Williams exterior primer-sealer or equal.

- N. Paint- Exterior and interior paint shall have a limited lifetime warranty- Sherwin-Williams Super Paint or equal. Color shall be Park Manager's choice.

6. CONTAINER WALL:

- A. Remove existing container at garage door and replace.
- B. Contractor shall use 8-inch block with caps and concrete footings. Footer shall be 8-inches in depth and minimum of 16- inches wide with two 1/2-inch rebar installed horizontal and vertical every two feet or Versalock block installed to manufacturer specification (color- Park Manager's choice).

7. MASTER BATH:

- A. Remove existing tub-shower combo, vanity, vent fan, lights, mirror, flooring and baseboard, etc.
- B. Install new tub-shower combo or shower only combo, drain and faucet (color-white). (Faucet-Delta single handle-brush nickel).
- C. Install new LED vent fan- light and vanity light.
- D. Repair sheetrock as needed.
- E. Apply primer and paint. Same painting specs as in # 5. Color- Park Manager's choice.
- F. Install under-layment as necessary.
- G. Install Home Depot, Life-Proof flooring or equal. Must be approved by Facilities Surveyor. Color- Park Manager's choice.
- H. Install new vanity, top and lavatory combo, trap and faucet. (Faucet- Delta single handle-brush nickel).
- I. Install new cut off valves and braded supply lines to commode and lavatory.
- J. All new plumbing shall be pex or copper.
- K. Install new commode.
- E. Install new molded primed finger joint baseboard. Caulk, fill nail holes and apply two coats of paint. Caulk-DAP Dynaflex Ultra Advanced Exterior Sealant. Nail Hole Filler- DAP Fast and Final. Paint- Sherwin Williams, Interior Super Paint, color and sheen chosen by Park Manager.
- L. All item numbers will be furnished by Park Manager at pre bid meeting for bathroom fixtures.

**Terms and Conditions:**

This is a turnkey job. All aspects of this job will be left in a finished condition: All finish work, interior and exterior walls and trim, finish painting, caulking and final cleanup are included in this contract.

All bidders are advised to visit site to verify all conditions and dimensions. No allowances will be made by the agency due to any bidder neglecting to visit the site and verifying dimensions and conditions.

Contractor will be responsible for determining where all utilities are on the job site and care should be taken to protect the utilities from any damage caused by the demo/construction. This will include any underground utilities around the job site area. If damage occurs, it must be repaired within a 24-hour period from the time damage occurs.

Contractor will perform work on regular time and will invoice work time and material not to exceed the quoted price. Any variance in quote will be addressed with a representative of Facilities Management, East TN Regional Office (ETRO) before additional work or materials are supplied.

Work shall be scheduled to avoid any interference with normal operation of the park as much as possible. During the construction period, coordinate construction schedules and operations with the agency. Work must be conducted during the normal business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., unless approval for an alternate schedule is arranged with Facilities Management.

Successful contractor to schedule and attend a pre-construction conference where a pre-construction form will be signed by Facilities Management, Contractor and Park Manager or park representative before work can begin. Contractor must also schedule and attend a final inspection where a final inspection form will be signed by Facilities Management, Contractor and Park Manager or park representative before invoice will be paid.

Project will begin within 15 days of Purchase Order issuance and be complete within 15 days after project has begun, unless other agreement has been approved by Facilities Management, ETRO.

The contractor will protect areas adjacent to his work and will be required to repair any damage he may cause. Contractor will protect work of other trades. Contractor will correct any painting related damage by cleaning, repairing, or replacing, and refinishing as directed by Facilities Management.

Workmanship is to be warranted for not less than one year from date of final inspection. Materials will be warranted as per manufacturer warranty.

All materials, equipment, and supplies are to be new and in good condition, UL listed when applicable, and all work accomplished in a manner acceptable to Facilities Management.

Submittals shall be required on all materials and must be presented for approval by the State of Tennessee representative whether it is Architect, Engineer, Designer, Park Manager, Facilities Manager, or Facilities Surveyor. If an Architect or Engineer or Certified, Licensed Designer, then it must contain their State Seal.

Clean up of the project site shall be the responsibility of the contractor. Contractor to assure that job site is clean of nails, debris, etc., at end of each day to ensure safety. Contractor will clean up and haul away all scrap when work is completed to an approved location off state property.

Contractor, employees, or sub-contractors shall be licensed, certified, or registered as required. They must be registered in the State of Tennessee Edison purchasing system.

The contractor shall have a Certificate of Insurance on file with Facilities Management. Contractor will have insurance as will protect the contractor from claims which may arise out of or result from the contractor operations under the contract and for which the contractor may be held legally liable, whether such operations be by the contractor or by sub-contractor or by anyone directly or indirectly employed by any of them, or anyone associated with them for whose acts they may be liable. Sub-contractors must also be registered in the State of Tennessee Edison purchasing system, be listed on the bid application and must show proof of insurance and have workers compensation. Insurance requirements are listed below.

The State of Tennessee shall not be held liable for any damage, loss of property, or injury of personnel resulting from actions of the contractor and/or his/her sub-contractors or employees.

Contractor shall obtain all fees and permits required for project. Contractor shall have a copy of project specifications, permits, and certificate of insurance on project site at all times.

Contractor shall comply with all applicable codes, standards, and regulations in execution of project.

All work must conform to the state's current approved codes, such as the International Building Code. All electrical and plumbing must conform to the latest and most current codes. All Fire Marshall approved projects must have a Certificate of Occupancy issued at the completion of the project. All ADA projects must have approval of the State of Tennessee Facilities Design Coordinator and be in compliance with the latest ADA code at the completion of the project.

Invoice shall be submitted for payment within 10 days of project completion. A copy of the invoice shall be submitted to Facilities Management, East TN Regional Office, 160 State Circle, Rocky Top, TN 37769, or to [deborah.g.smith@tn.gov](mailto:deborah.g.smith@tn.gov).

For scheduling contact:

Facilities Manager: Toney Winstead, 865-712-1513, [toney.winstead@tn.gov](mailto:toney.winstead@tn.gov)

Facilities Surveyor: Doug Stephens, 865-221-2633, [doug.stephens@tn.gov](mailto:doug.stephens@tn.gov)

#### 1.1. Insurance Requirements:

- 1.1.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and **list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section.** At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

**The Contractor agrees to name the State as an additional insured on any insurance policies** with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any

liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

**1.1.2. Workers' Compensation and Employer Liability Insurance.**

- a. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- d. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  1. The Contractor employees fewer than five (5) full or part time employees;
  2. The Contractor is a sole proprietor;
  3. The Contractor is in the construction business or trades with no employees;
  4. The Contractor is in the coal mining industry with no employees;
  5. The Contractor is a state or local government; or
  6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.



1.1.3. **Commercial General Liability Insurance.**

- a. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

**Automobile Liability Insurance.** The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.